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March 10, 2000

Aaron H. Shainis

Lee J. Peltzman

Ms. Magalie Salas

Secretary

Federal Communications Commission

Portals II - 12th Street Lobby

Filing Counter - TW-A325

445 - 12th Street, S.W.

Washington, DC 20554

Of Counsel

William H. DuRoss, III

Ruth S. Baker-Battist

Robert J. Keller

RECEIVED
MAR 13 2000

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Re: MM Docket Nos. 99-140 and 99-146

RM-9490

RM 9723

RM-9724

RM 9725

Amendment of Section 73.202(b)

Table of Allotments,

FM Broadcast Stations

North Tunica, Mississippi

Kennett, Missouri

Munford, Tennessee

Friars Point, Mississippi

Marianna, Arkansas

Dear Ms. Salas:

Transmitted herewith, on behalf of Legend Broadcasting, Inc. and Olvie E. Sisk, is an original and four (4) copies of their Request for Approval of Withdrawal in the above-referenced rulemaking proceedings. Attached to that Request is a Declaration from Olvie E. Sisk requesting the withdrawal of his Comments in support of the allotment of Channel 254A to North Tunica, Mississippi.

Please contact the undersigned in the event the Commission has any questions with respect to the Withdrawal by Mr. Sisk.

Sincerely,



Lee J. Peltzman

Counsel for

LEGEND BROADCASTING, INC.

Enclosure

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)	
)	
Amendment of Section 73.202(b),)	MM Docket Nos. 99-140 and 99-146
Table of Allotments,)	RM-9490
FM Broadcasting Stations.)	RM-9723
(North Tunica, Mississippi,)	RM-9724
Kennett, Missouri)	RM-9725
Munford, Tennessee,)	
Friars Point, Mississippi and)	
Marianna, Arkansas))	

TO: Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau

REQUEST FOR APPROVAL OF WITHDRAWAL

Legend Broadcasting, Inc. ("Legend") and Ovie E. Sisk ("Sisk"), by their respective attorneys, pursuant to Section 1.420(j) of the Commission's rules, hereby submits this request for approval of the withdrawal by Sisk of his expression of interest in an allotment in the above-captioned docket and the grant of Legend's proposal. In support of this request, the following is submitted.

1. Docket No. 99-140 was initiated by Legend and proposed the reallocation of Channel 255C from Kennett, Missouri to Keiser, Arkansas, and the modification of Station KTMO(FM)'s license accordingly. Legend filed a Counterproposal in that proceeding proposing the allotment of Channel 255C from Kennett, Missouri to Munford, Tennessee, and the modification of the station license as well as the allotment of Channel 254A to the community of

Friars Point, Mississippi. Sisk filed Comments in support of a proposal filed by Fred Flinn ("Flinn") for the allotment of Channel 254A to North Tunica, Mississippi. Flinn's North Tunica proposal initiated MM Docket No. 99-146. However, Flinn has subsequently requested the withdrawal of his proposal. The proposal for North Tunica is mutually-exclusive with the proposal of Legend for Munford and Friars Point.

2. As noted, Flinn has already sought the withdrawal of his North Tunica proposal. Sisk has now agreed to withdraw his expression of interest in the North Tunica allotment. Legend has entered into a Settlement Agreement with Sisk and agreed to reimburse Sisk for his reasonable and legitimate expenses relating to the preparation, filing and prosecution of his Comments. See Attachment A (Settlement Agreement between Legend and Sisk). Sisk has executed a Declaration requesting the withdraw of his expression of interest and certifying that he has not received nor will he receive consideration in excess of his legitimate and prudent expenses in exchange for the withdrawal of his Comments. See Attachment B. Legend has also submitted a Declaration certifying that it has not paid nor will it pay consideration to Sisk in excess of its legitimate and prudent expenses for the withdrawal of Sisk's Comments. See Attachment C. Thus, this Request and its attachments demonstrate compliance by the parties with Section 1.420 of the Commission's rules.

WHEREFORE, in light of the foregoing, it is respectfully requested that this Request be granted, the Comments filed by Sisk expressing an interest in the allotment of Channel 254A to North Tunica be withdrawn, and the Counterproposal filed by Legend for the reallocation of Channel 255C from Kennett, Missouri to Munford, Tennessee and the concurrent modification of Station KTMO(FM)'s license, and the allotment of Channel 254A to Friars Point, Mississippi be granted.


SHAINIS & PELTZMAN, CHARTERED
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202 293 0011

March 10, 2000

LAW OFFICES OF TIMOTHY K. BRADY
P.O. Box 71309
Newman, GA 30271-1309
770 252 2620

March 10, 2000

Respectfully submitted,
LEGEND BROADCASTING, INC.

By: 

Lee J. Peltzman
Its Attorney

OVLIE E. SISK

By: _____
Timothy K. Brady
His Attorney

Respectfully submitted,
LEGEND BROADCASTING, INC.

SHAINIS & PELTZMAN, CHARTERED
1901 L Street, N.W. - Suite 290
Washington, D.C. 20036
202 293 0011

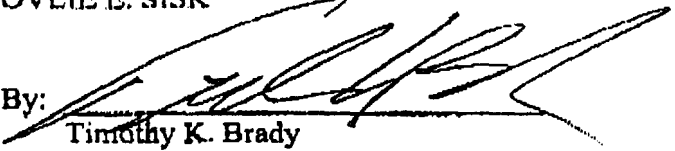
March 10, 2000

By: Lee J. Peltzman
Its Attorney

LAW OFFICES OF TIMOTHY K. BRADY
P.O. Box 71309
Newman, GA 30271-1309
770 252 2620

March 10, 2000

OVLIE E. SISK

By: 
Timothy K. Brady
His Attorney

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into this ___ day of February, 2000, by and between LEGEND BROADCASTING, INC. ("Legend") and OLIVIE B. SISK ("Sisk"), together referred to as the "Parties."

WITNESSETH

WHEREAS, Legend has filed proposals with the Federal Communication Commission ("FCC" or the "Commission") in MM Docket 99-140 and MM Docket 99-146 to reallocate Channel 255C from Kennett, Missouri to Munford, Tennessee, and allocate Channel 254A to Friars Point, Mississippi; and

WHEREAS, Sisk has filed Comments in MM Docket 99-146 supporting the allotment of Channel 254A to North Tunica, Mississippi; and

WHEREAS, these proposals are mutually exclusive with each other so that the proposal of Legend or the proposal of Sisk may be approved by the FCC; and

WHEREAS, Sisk agrees to withdraw and otherwise request dismissal of his proposal;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the Parties agree as follows:

1. This Agreement is entered into subject to approval by the FCC and shall be voided if the FCC shall fail to approve it. In the event that the FCC has not approved this Agreement within nine (9) months from the date hereof, then either Party hereto, upon written notice to the other, may terminate this Agreement.
2. Within five (5) days of the date of this Agreement, the Parties hereto agree to file with the FCC a joint request for approval of this Agreement. The joint request shall be accompanied by a copy of the executed Agreement as well as other supporting documentation

required by Section 1.420(f) of the Commission's rules, including but not limited to a Declaration of documented expenses of Sisk.

3. Legend agrees that, in exchange for the withdrawal of Sisk's Comments, Legend shall pay Sisk the lesser amount of Five Thousand Dollars (\$5,000.00), which amount is equal to or less than Sisk's documented expenses related to the preparation, filing and prosecution of its Comments, or such lesser amount as the Commission may otherwise approve. Sisk agrees to withdraw its Comments in return for the payment of Five Thousand Dollars (\$5,000.00) or such lesser amount as the Commission may otherwise approve.

4. Implementation of this Agreement and any pleading filed in connection herewith is conditioned upon the FCC's issuance of a Report and Order which shall become final, as defined herein, granting Legend's rulemaking proposals and dismissing the Comments of Sisk. Within five (5) days of the FCC's issuance of a Report and Order granting Legend's proposal to reallocate Channel 255C from Kennett, Missouri to Munford, Tennessee and allocate Channel 254A to Friars Point, Mississippi, and such Report and Order becoming final, the relevant amount set forth in Paragraph 5, above, shall be paid by Legend by check or wire transfer to Olive E. Sisk or his representative. For the purposes of this Agreement, finality refers to an action by the FCC (i) which has not been vacated, reversed, stayed, set aside, annulled or suspended; (ii) with respect to which no timely appeal, request for stay or petition for rehearing, reconsideration or review by any party or by the FCC on its own motion is pending; and (iii) as to which the time for filing any such appeal, request, petition or similar document, or for the reconsideration or review by the FCC on its own motion has expired.

5. Any notice required hereunder shall be in writing, and any payment, notice or other communication shall be deemed given when delivered personally or mailed by certified or registered mail, postage pre-paid, within return receipt requested to the following addresses:

For Legend:

Legend Broadcasting, Inc.
980 North Michigan Avenue, Suite 1880
Chicago, IL 60611

With a copy to:

Lee J. Peltzman, Esq.
Shainis & Peltzman, Chartered
1901 L Street, N.W., Suite 290
Washington, DC 20036

For Sisk:

Olvie E. Sisk
Box 2116
Tupelo, MS 38803

With a copy to:

Timothy K. Brady, Esq.
Law Offices of Timothy K. Brady
P. O. Box 71309
Newman, GA 30271-1309

Either Party hereto may change its above address by written notice to the Party in the manner provided this paragraph.

6. Failure of any party to complain of any act of omission on the part of the other Party in breach of this Agreement, no matter how long the same continues, shall not be deemed to be a waiver by said Party of any of its rights hereunder. Any waiver by either Party of any of its rights hereunder shall be specific and in writing. No waiver by any Party at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or a consent to any subsequent breach of the same or other provisions.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. The Parties hereby consent to jurisdiction and venue in the state courts of Lee County, Mississippi with respect to any dispute arising out of this Agreement.

8. This Agreement shall be binding and shall inure to the benefit of the Parties to it and their respective successors, heirs and assigns.

9. Each Party hereto expressly warrants that it has the full power and authority to enter into this Agreement and execute the same, and that there is no constraint upon such Party's legal authority to perform its obligations hereunder.

10. This Agreement may be executed in one or more counterparts, and also executed shall constitute one Agreement, binding on the Parties hereto, notwithstanding that the Parties are not signatory to the same original or the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the dates specified below.

LEGEND BROADCASTING, INC.

March
Dated: February 6, 2000

By: *Scott M. Krusinski*
Name: SCOTT M. KRUSINSKI
Title: President

MARCH
Dated: February 9, 2000

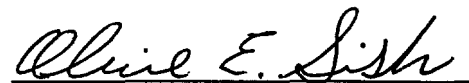
Olvie E. Sisk
OLVIE E. SISK

WITHDRAWAL AND DECLARATION

I, OLVIE E. SISK, hereby declare upon penalty of perjury that the following is true and correct to the best of my knowledge and belief. On June 28, 1999, I submitted Comments through my attorney in MM Docket 99-146, in which I expressed an interest in the allotment of Channel 254A to the community of North Tunica, Mississippi. I hereby withdraw my expression of interest in the allotment of Channel 254A to North Tunica and otherwise request the dismissal of my Comments in MM Docket 99-146.

I hereby certify that I have not received nor will I receive any money or other consideration in excess of my legitimate and prudent expenses incurred in the preparation, filing and prosecution of my expression of interest in this rule making.

Dated: March 9, 2000

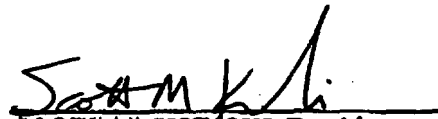

OLVIE E. SISK

DECLARATION

I, SCOTT KRUSINSKI, hereby declare upon penalty of perjury that the following is true and correct to the best of my knowledge and belief. I am a President of Legend Broadcasting, Inc. ("Legend"). Legend has agreed to reimburse Bear Creek Radio for its legitimate and prudent expenses incurred in the preparation, filing and prosecution of its expression of interest in a counterproposal filed for Channel 234A at Marianna in MM Docket 99-146. Legend has also agreed to reimburse Olvie B. Sisk for his legitimate and prudent expenses incurred in the preparation, filing and prosecution of his expression of interest in a counterproposal filed for Channel 234A at North Tunica, Mississippi in MM Docket 99-146.

I hereby certify that neither Legend nor any of its principals has paid nor promised to pay any money or other consideration to Mr. Sisk or Bear Creek Radio or any of its principals in excess of their legitimate and prudent expenses incurred in the preparation, filing and prosecution of their expressions of interest in this rule making. Moreover, there are no oral agreements relating to the dismissal or withdrawal of their expressions of interest.

Dated: March 6, 2000


SCOTT KRUSINSKI, President
Legend Broadcasting, Inc.